

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1) RACHEL TUDOR,)
)
 Plaintiff,)
)
vs.)
)
1) MARIE E. GALINDO, an individual)
2) BRITTANY M. NOVOTNY, an individual)
3) JILLIAN T. WEISS, an individual)
4) EZRA I. YOUNG, an individual, and)
5) TRANSGENDER LEGAL DEFENSE)
AND EDUCATION FUND, a Non-Profit)
CORPORATION,)
)
 Defendants.)
)
1) EZRA YOUNG,) Case No. CIV- 22-480-G
2) BRITTANY M. NOVOTNY)
)
Counterclaimants and Third)
Party Plaintiffs,)
)
vs.)
)
1) SOUTHEASTERN OKLAHOMA)
STATE UNIVERSITY,)
2) REGIONAL UNIVERSITY SYSTEM)
OF OKLAHOMA,)
)
Third Party Defendants.)

PLAINTIFF'S APPLICATION FOR ORDER TO DEPOSIT FUNDS

COMES NOW the Plaintiff, Rachel Tudor ("Plaintiff"), by and through her counsel of record, Jerry L. Colclazier, and in support of *Plaintiff's Application for*

Order to Deposit Funds, states as follows:

1. Plaintiff filed this *Complaint* for interpleader on June 13, 2022. [Doc.1].

2. This interpleader action was filed to resolve all attorney fee claims related to a Title VII sex discrimination case (CIV-15-324) filed by Plaintiff against her employers, Southeastern Oklahoma State University (“SE”) and the Regional University System of Oklahoma (“RUSO”). Over the course of that litigation, Plaintiff was represented by Defendants Marie Galindo (“Galindo”), Brittany Novotny (“Novotny”), Jillian Weiss (“Weiss”), Ezra Young (“Young”), and the Transgender Legal Defense and Education Fund (“TLDEF”). The contractual basis for representation by all of the Defendant attorneys is two written “Retainer Agreements” which clearly and concisely set forth the terms of the contingency representation. (See Exhibit “1”, Weiss Agreement and Exhibit “2”, Young Agreement, attached to *Plaintiff’s Motion to Dismiss Counterclaims*, [Doc.23]). The attorney fee terms of the two contingency agreements were identical; “a one-third (33-1/3%) share of any amounts collected by me [Tudor] or on my behalf as compensation or damages (Exhibits “1” and “2”).

3. On June 10, 2022, Plaintiff settled the case with SE and RUSO for \$1,725,000.00. On December 30, 2022, Plaintiff paid attorney Weiss \$13,529.00, and attorney Young \$20,000.00, out of settlement funds, representing reimbursements of litigation expenses. Based on the remaining balance of \$1,691,471.00, the total contract attorney fee for all Defendants (1/3) is \$563,823.10,

for which Plaintiff's counsel has prepared a check for deposit into the registry of the Court.

4. Due to the individual claims for attorney fees by all five attorneys/firms possibly exceeding the total contract attorney fee, Plaintiff has brought this interpleader action for the Court to determine the just and proper allocation of funds among the attorney claimants.

WHEREFORE, Plaintiff requests an Order directing Plaintiff to deposit the prepared check in the sum of \$563,823.10 into the Court registry for allocation among the attorney claimants, and for all such other relief as the Court deems just and proper.

Respectfully Submitted:

s/ Jerry L. Colclazier

Jerry L. Colclazier, OBA #13814

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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that on the 13th day of January, 2023, I electronically transmitted the above and foregoing instrument to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to all listed ECF registrants.

s/ Jerry L. Colclazier

Jerry L. Colclazier